

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should/should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this day of _____, 19____, that the herein Petition for Variance(s) to permit



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

Mr. Leon Crane
1800 North Charles Street
Baltimore, Maryland 21201

Re: Petition for Variance
NW/Corner White Stone Road and White Stone Road
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

Dear Mr. Crane:

This is to advise you that \$52.63 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 016193

DATE 1/10/86 ACCOUNT N-01-115-000

AMOUNT \$52.63

RECEIVED FROM [Signature]

FOR [Signature]

VALIDATION OR SIGNATURE OF CASHIER

VALIDATION OR SIGNATURE OF CASHIER

IN THE CIRCUIT COURT
FOR BALTIMORE COUNTY, IN EQUITY

Plaintiff

VS

Defendant

CERTIFICATE OF PUBLICATION OF

Office of
PATUXENT
Publishing Corp.
10750 Little Patuxent Pkwy
Columbia, MD 21044

December 26 19 85

THIS IS TO CERTIFY, that the annexed advertisement of

PETITION FOR VARIANCE

was inserted in the following:

[X]Catonsville Times

[]Arbutus Times

weekly newspapers published in Baltimore County, Maryland

once a week for one successive weeks before

the 28 day of December 19 85, that is to say,

the same was inserted in the issues of

December 26, 1985

PATUXENT PUBLISHING CORP.
BY [Signature]

Cert # 86-275-A
CERTIFICATE OF PUBLICATION

TOWSON, MD., December 26, 19 85

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 26, 19 85

THE JEFFERSONIAN,

[Signature]

Publisher

Cost of Advertising

27.50

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

86-275-A

District 1st

Posted for: [Signature]

Petitioner: Leon Crane et al.

Location of property: NW/Corner of White Stone Rd & White Stone Rd (formerly known as Belmont Avenue)

Location of Sign: NW/Corner of White Stone Rd and White Stone Rd on front of subject property

Remarks:

Posted by: A. J. [Signature]

Number of Signs: 2

Date of return: January 3 - 86

Mr. Leon Crane
1800 N. Charles Street
Baltimore, Maryland 21201

December 13, 1985

NOTICE OF HEARING

PETITION FOR VARIANCE
NW/Cor. White Stone Rd. & White Stone Rd.
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

TIME: 12:00 p.m.

DATE: Monday, January 13, 1986

PLACE: Room 106, County Office Building, 111 West Chesaapeake Avenue, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 012354

DATE 11-85 ACCOUNT R-01-615-000

AMOUNT \$100

RECEIVED FROM [Signature]

FOR [Signature]

VALIDATION OR SIGNATURE OF CASHIER

Whittemont Building Zoning Variance Hearing Presentation,
Jan. 13, 1986.

ZONING AREA REGULATIONS

GREATER THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.1	ML	Area regulations same as BR Zone greater than 100 ft. from Beltway.
110	238.1	Bb	Front Yard 25' min. from front property line. Front yard 50' min. from street center line. Front yard exception as shown in Sec. 303.2.
144	303.2	BR	Front yard shall be average of front yard depths of lots immediately on each side for buildings within 100 ft. of the joint side property line.
110	238.2	BR	Side & rear yards 30' min.

LESS THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.2	ML	Front, side and rear yards as required in BR Zone within 100 ft. of Beltway (See Secs. 243.1, 243.2, & 243.3)
116	243.1	HR	Front yard 75' min. from front property line.
116	243.2	HR	Side yard 50' min. from side property line.
116	243.3	HR	Rear yard 50' min. from rear property line.

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

STATEMENT OF QUALIFICATIONS
of
WERNER KLOETZLI, JR.
1985

EDUCATION

Johns Hopkins University, Baltimore, Md.:
MS in Engineering, majoring in City and Regional Planning - 1950
BS, majoring in Civil Engineering - 1947
Baltimore Polytechnic Institute, Baltimore, Md.:
"A" Course Diploma - 1946

PROFESSIONAL ENGINEER LICENSES

Maryland District of Columbia
Virginia Nevada
New Jersey California

PROFESSIONAL SOCIETY MEMBERSHIPS

American Institute of Certified Planners
American Society of Civil Engineers
National Society of Professional Engineers - - - President of Howard County, Md., Chapter
Society of American Military Engineers

TECHNICAL SOCIETIES

Urban Land Institute
American Planning Association

AWARD

"Certificate of Merit" from the National Association of Home Builders in the Journal-Life 1962 Community Development Award Program

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

BIOGRAPHICAL SKETCH
1985

Mr. Kloetzli has been engaged in Professional Planning activities for private clients, private firms and public agencies for 35 years. He began his present practice as an independent consultant in 1970.

His work has included among other things expert witness court appearances and appearances before administrative bodies and officials.

Projects for such appearances have included condemnation cases, zoning cases and a partitioning case. He has served both private clients and governmental agencies.

His site planning work has included planning for residential, commercial, industrial and other development. Residential planning work has included planning for detached homes, townhouses, apartments, condominiums and mobile homes. Also in the past he has engaged in master planning for municipalities and other jurisdictions.

The first half of his career involved work primarily for governmental agencies. The latter half has involved work primarily for private clients.

Prior to his current consulting practice his experience has included the following positions or assignments:

- Director of Planning for MCA Engineering Corporation, Towson and Rockville, Md. and Newark, Del., engaged in preparing site plans for developments of all kinds.
- Planner with Airways Engineering Corporation, Washington, D.C. and Reno, Nev., engaged in noise studies and land use studies for the U.S. Navy in the vicinity of two U.S. Naval Air Stations.
- Director of Planning for Harry Boswell Associates, Prince George's County, Md., engaged in planning and site studies for sites in the suburban areas of Washington, D.C. and elsewhere.
- Sr. Planner on the staff of the Md. National Capital Park & Planning Commission, Silver Spring, Md., engaged in master planning and in the review of zoning applications.
- Urban Planner on the staff of the Planning Consultant firm of Francis Dodd McHugh, N.Y., engaged primarily in master planning for municipalities in New Jersey.

Biographical Sketch of Werner Kloetzli, Jr., P.E., 1985

2

- Consultant to the New Jersey State Civil Service Commission preparing and conducting Civil Service examinations in planning and engineering.
- Asst. Prof. of Regional Planning at Rutgers University, New Brunswick, N.J.
- Planning Engineer on the staff of the Maryland State Planning Commission.

For the past eight years Mr. Kloetzli has also been engaged in real estate sales, and he is currently a Realtor with John Stromberg & Associates, Inc. of Ellicott City, Md.

Mr. Arnold Jablon
Zoning Commissioner
111 West Chesapeake Ave.
Towson, MD 21204

Mr. Jablon,

I am writing to you to plead with you to give Item #171 (Whitemont Building project) a hearing before Dec. 25th if at all possible. I have a settlement date of Dec. 31st on the property on Whitestone Road.

It is very important that we acquire this property as we must move as soon as possible from our present location.

Anything that can be done will certainly be appreciated.

Sincerely,

Peter F. Maskey 11/12/85
Peter F. Maskey

PFU/rw

"For a complete line of printing & advertising specialties with that special impact"

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue indefinitely insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim. This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof, to accommodate a 5000 square foot building for office and warehouse. It is further contingent upon Buyer's ability to secure zoning variance for 3000 Sq. Ft. building with 60 days of date hereof. A reasonable extension of 30 days will be granted if needed.

Agency The Seller recognizes STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 5% percent (1/20th) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public utilities and water facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company or Title Attorney.

NOTICE TO BUYER: Lender will require hazard insurance and may require flood insurance, and Buyer agrees to purchase same as required by Lender.

NOTICE TO BUYER: The property being purchased hereunder may be subject to certain covenants, easements, assessments, liens and restrictions as contained in further instruments recorded among the Land Records of the County in which property is physically located.

Rev. 3/81

Stromberg Company
9267 Baltimore National Pike, Ellicott City, MD 21043 (301) 465-5500

CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Advice.

THIS AGREEMENT OF SALE, made this 11 day of October, 1985, between Mid-eastern Printing Company Seller, and Mid-eastern Printing Company Buyer,

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Baltimore County State of Maryland, being the property known as Parcel 212, Tax Map RR Whites Road ZIP CODE: 21207, with improvements thereon, and all the rights and appurtenances thereto belonging or in anywise thereto appertaining, in fee simple - subject to an annual ground rent of \$ N/A as provided in a lease now recorded among the Land Records. If said ground rent is not timely paid, the revisionary owner of the ground rent may bring an action of ejectment against you pursuant to Section 8-402 (c) of the Real Property Article, Annotated Code of Maryland (1974 Ed. as amended). As a subsequent result of such ejectment action, the revisionary owner of the ground rent may be discharged from the lease and obtain title to the property in fee.

Included in the purchase price are all permanent fixtures now in or on the property as well as the:

at and for the price of Twenty Two Thousand and

00/100 Dollars (\$22,000.00) of which Two Thousand 00/100 Dollars (\$2,000.00) have been paid by way of Check prior to the signing hereof, and the balance to be paid as follows: An additional sum of \$ N/A in cash on or before XXXXXX About April 30, 1986

The balance is to be paid in cash at time of settlement, which shall be on or before XXXXXX About April 30, 1986

This contract of sale is contingent upon the Buyer, or his agents, obtaining approval by N/A mortgage of \$ N/A for N/A years at N/A per year, with principal and interest not to exceed \$ N/A per month plus one-twelfth of the annual real estate taxes, ground rent, and hazard and flood insurance premiums, where required, FHA mortgage insurance premium, private mortgage insurance premium and/or Columbia Park and Recreation Association charges, where applicable, otherwise sale is null and void and deposits heron returned to the Buyer. The Buyer by execution of this contract, expressly agrees to execute such mortgage and to make application for said mortgage within N/A banking days from the date hereof.

Termite Inspection Seller agrees to furnish to Buyer, at Seller's expense, a written statement (or certification) from a licensed exterminator that, based on a careful visual inspection of accessible areas and on sounding of accessible structural members, there is no evidence of termites or other wood-inhabiting or wood-damaging insects in the subject property, including any garage, and, if such insects previously had infested said property, that the infestation had been corrected, and any damage resulting therefrom had been corrected or disclosed to Buyer. Should the exterminator develop any evidence of damage due to any such previous or existing infestation, to which the Buyer objects, within 10 days after disclosure of the same to Buyer, Seller shall have the right, at Seller's option, to correct such objectionable damage, at Seller's expense prior to settlement, or to declare this contract null and void and of no further effect, in which latter event any deposits or earnest money paid hereunder shall be returned to Buyer promptly.

Warranty Deed Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer.

Title Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the property is located within the geographical boundaries of the new town known as Columbia, then this property shall be subject to the continuing lien known as the Columbia Park and Recreation Association Lien (C.P.R.A. Lien) recorded among the Land Records of Howard County in Liber WHH 463, Folio 158.

Adjustments Ground rent, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances) shall be adjusted and apportioned as of the date of settlement on or prior to the date hereof, or subsequent thereto, as to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement.

Possession Vacant possession of the premises shall be given to the Buyer as of date of settlement at which time Seller will leave the premises free and clear of trash and debris, and broom clean, the electrical, plumbing, heating, air conditioning, and any other electro-mechanical systems and equipment included in this contract will be in operating condition, and Seller shall deliver the premises in substantially the same physical condition as of the date of final ratification of this Contract of Sale. Buyer reserves the right to a walk-through inspection of the property within three (3) days prior to settlement to verify the conditions as stated in this paragraph.

(over)

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning

DATE: December 30, 1985

SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A, 86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

Norman E. Gerber
Norman E. Gerber, AICP, Director

NEG:JCH:lm

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue indefinitely insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim. This contract is contingent upon Buyer's ability to acquire the adjoining Parcel within 30 days of date hereof. This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof. To accommodate a 5000 square foot building for office and warehouse. It is further contingent upon appropriate zoning change. The settlement will take place within 30 days of zoning change. Grempier Addendum is not applicable in this case.

Agency The Seller recognizes GREMPER w/CO-OP STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 5% percent (1/20th) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *John W. Kelly* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public utilities and water facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

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Rev. 3/81

Case No. 86-275-A

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this
26th day of November, 1985.

Arnold Jablon
Arnold Jablon
Zoning Commissioner

Petitioner: Leon Crane, et al
Attorney: *James E. Ryan*
Chairman, Zoning Plans, Advisory Committee

Received by:

James E. Ryan

Chairman, Zoning Plans, Advisory Committee

Rev. 3/81

JAN 8 1986

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

December 31, 1985

To:
Nicholas B. Commodari
Chairman

MEMBERS

Bureau of
Engineering
Department of
Traffic Engineering
State Roads Commission
Bureau of
Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial
DevelopmentMr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

Enclosed please find additional comments submitted after
my original comments of December 11, 1985.

Very truly yours,

James E. Dyer, Jr.
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Kloetzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Md. 21043BALTIMORE COUNTY DEPARTMENT OF HEALTH
Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204Zoning Item # 171, Zoning Advisory Committee Meeting of NOVEMBER 19, 1985Property Owner: LEON CRANE, ET ALLocation: NW CORNER WHITESTONE RD & WHITE STONE RD District 1STWater Supply Public Sewage Disposal Public

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other amusements pertaining to health and safety, two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If relocation work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

Nov. 26, 1985
DateZoning Item # 171 Zoning Advisory Committee Meeting of Nov. 19, 1985
Page 2

- () Prior to razing of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- () Soil percolation tests (have been/must be) conducted.
{ } The results are valid until
{ } Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test
{ } shall be valid until
{ } is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Application.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.
- (X) Others: A REVIEW OF THE BALTIMORE COUNTY SOILS SURVEY WAS MADE AND IT WAS FOUND THAT NON-TIDAL WETLANDS ARE PLOTTED IN THE AREA OF PROPOSED DEVELOPMENT. THE PRESENCE OF SUCH SOILS ON THE SITE MAY LIMIT THE ABILITY OF THE APPLICANT TO PROCEED WITH A BUILDING PERMIT FOR THE PROPOSED DEVELOPMENT. FOR FURTHER INFORMATION THE APPLICANT SHOULD CONTACT WATER QUALITY PROGRAMS AT 494-3811

Jan J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

SS 20 1283 (2) R

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204Mr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not information will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

James E. Dyer, Jr.
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Kloetzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Maryland 21043Maryland Department of Transportation
State Highway AdministrationWilliam K. Hallmann
Secretary
Hal Kassoff
Administrator

November 26, 1985

Re: Baltimore County
Item No. 171
Property Owner: Leon Crane, et al
Location: NW corner White Stone Road and White Stone Road (formerly Belmont Ave.) at Balto. Beltway 1-695
Existing Zoning: N.L.
Proposed Zoning: Var.
to permit a front yard setback of 15' instead of the req. average of 45.5' and to permit a setback from the center of the street of 30' instead of the required 50' and to permit a front setback of 15' instead of the required 75' and a rear setback of 30' instead of the required 50'
Acreage: .65
District 1st

Dear Mr. Dyer:

The submittal of 11/4/85, was forwarded to S.H.A. Bureau of Project Planning for review and comment.

On receipt of their findings additional comments will be forthcoming.

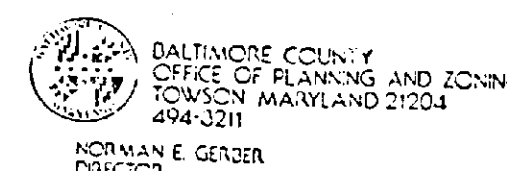
Very truly yours,

Charles Lee, Chief
Bureau of Engr. Access Permits
by: George Wittman

CL-GV:ee

cc: J. Ogle

My telephone number is 301-659-1350

Teletypewriter for impaired hearing or speech
303-7555 Baltimore Metro - 533-0451 D.C. Metro - 1-800-492-5082 Statewide Toll Free
P.O. Box 717 707 North Calvert St., Baltimore, Maryland 21203-0717BALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204
NORMAN E. GIBSON
DIRECTORMr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

December 13, 1985

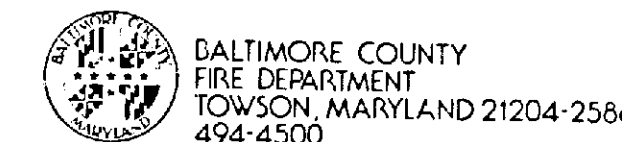
Re: Zoning Advisory Meeting of NOVEMBER 19, 1985
Item # 171
Property Owner: LEON CRANE, ET AL
Location: NW CORNER WHITE STONE RD. & WHITE STONE RD. (FORMERLY BELMONT AVE.)

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable:

- (X) There are no site planning factors requiring comment.
- () A County Review Group meeting is required.
- () A County Review Group meeting was held and the minutes will be prepared by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- (X) A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on 11/21/85.
- (X) Landscaping: Just comply with Baltimore County Landscape Manual, Bill 175-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is LANDSCAPING.
- () The property is located in a traffic area controlled by a "D" level traffic intersection as defined by Bill 175-79, and as conditions change the intersection may become more limited. The State Services Areas (SSA) Use Certificate has been issued. The deficient service is LANDSCAPING.
- (X) WAS GIVEN OF CRG PLAN STANDARDS (DO IMPROVEMENTS ON 11/21/85. PERMIT WAS ISSUED FROM WHITESTONE BLDG.)

cc: James Housell

Eunice A. Sober
Chief, Current Planning and DevelopmentBALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204-2586
494-4500PAUL H. REINCKE
CHIEFMr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

November 22, 1985

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Leon Crane, et al

Location: NW corner White Stone Road & White Stone Road (formerly Belmont Ave.)

Item No.: 171 Zoning Agenda: Meeting of November 19, 1985

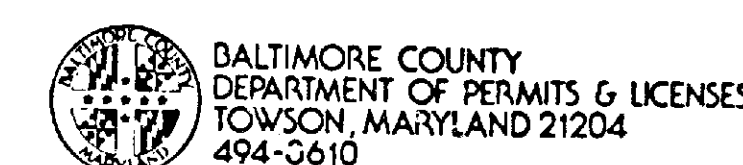
Comments:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- (X) 1. Fire hydrants for the referenced property are required and shall be located at intervals of 300 feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at EXCEEDS the maximum allowed by the Fire Department.
- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED: Charles Lee Noted and Approved: John F. O'Neill
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-0610

December 6, 1985

TED ZALESKI, JR.
DIRECTORMr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 171 Zoning Advisory Committee Meeting are as follows:

Property Owner: Leon Crane, et al
Location: NW corner White Stone Road and White Stone Road (formerly Belmont Ave.)
District: 1st.

APPLICABLE ITEMS ARE CHECKED:

- (X) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #175, the Maryland Code for the Handicapped and Aged (A.S.S.I. #117-1 - 1980) and other applicable Codes and Standards.
- (X) A building and other miscellaneous permits shall be required before the start of any construction.
- () Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer is not required on plans and technical data.
- (X) Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.
- (X) All One Group except B-1 Single Family Detached buildings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. But One Group require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 101.1, Section 101.2, and Table 101.2. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- () The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.
- () The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.
- (X) When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also be filed along with three sets of construction drawings showing how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The change of Use/Occupancy shall be filed with the Change of Use/Occupancy Permit. See Section 312 of the Building Code.
- () The proposed project appears to be located in a Flood Plain, Flood Hazard. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill #175-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- (X) Commercial: Building shall comply with Section 312.2. Can it be assumed the vehicles will not enter the structure to load or unload. Indicate handicapped parking and building access, ramps, curb cuts, etc. on plans.
- (X) Three abbreviated comments reflect only on the information provided by use drawings submitted to the Office of Planning and Zoning and are not intended to be construed as the full review of any permit. If the applicant has additional information by visiting Room 122 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles E. Jablon
BY: C. E. Jablon, Chief
Building File Review

L22/74

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should/should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this day of _____, 19____, that the herein Petition for Variance(s) to permit



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

Mr. Leon Crane
1800 North Charles Street
Baltimore, Maryland 21201

Re: Petition for Variance
NW/Corner White Stone Road and White Stone Road
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

Dear Mr. Crane:

This is to advise you that \$52.63 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 016193

DATE 1/10/86 ACCOUNT N-01-115-000

AMOUNT \$52.63

RECEIVED FROM

FOR

VALIDATION OR SIGNATURE OF CASHIER

Office of
PATUXENT
Publishing Corp.
10750 Little Patuxent Pkwy
Columbia, MD 21044

December 26 19 85

THIS IS TO CERTIFY, that the annexed advertisement of

PETITION FOR VARIANCE

was inserted in the following:

[X]Catonsville Times

[]Arbutus Times

weekly newspapers published in Baltimore County, Maryland

once a week for one successive weeks before

the 28 day of December 19 85, that is to say,

the same was inserted in the issues of

December 26, 1985

PATUXENT PUBLISHING CORP.
BY *[Signature]*

Cert # 86-275-A
CERTIFICATE OF PUBLICATION

TOWSON, MD., December 26, 19 85

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 26, 19 85

THE JEFFERSONIAN,

[Signature]
Publisher

Cost of Advertising

27.50

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

86-275-A

District 1st Date of Posting 12-26-85

Posted for: *[Signature]*

Petitioner: *Leon Crane et al.*

Location of property: *NW/Corner of White Stone Rd & White Stone Rd (formerly known as Belmont Avenue)*

Location of Sign: *NW/Corner of White Stone Rd and White Stone Rd on front of subject property*

Remarks:

Posted by: *A. J. Jablon* Date of return: *January 3 - 86*

Number of Signs: *2*

Mr. Leon Crane
1800 N. Charles Street
Baltimore, Maryland 21201

December 13, 1985

NOTICE OF HEARING

PETITION FOR VARIANCE
NW/Cor. White Stone Rd. & White Stone Rd.
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

TIME: 12:00 p.m.

DATE: Monday, January 13, 1986

PLACE: Room 106, County Office Building, 111 West Chesaapeake Avenue, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 012354

DATE 11-85 ACCOUNT R-01-615-000

AMOUNT \$100

RECEIVED FROM

FOR

VALIDATION OR SIGNATURE OF CASHIER

Whittemont Building Zoning Variance Hearing Presentation,
Jan. 13, 1986.

ZONING AREA REGULATIONS

GREATER THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.1	ML	Area regulations same as BR Zone greater than 100 ft. from Beltway.
110	238.1	Bh	Front Yard 25' min. from front property line. Front yard 50' min. from street center line. Front yard exception as shown in Sec. 303.2.
144	303.2	BR	Front yard shall be average of front yard depths of lots immediately on each side for buildings within 100 ft. of the joint side property line.
110	238.2	BR	Side & rear yards 30' min.

LESS THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.2	ML	Front, side and rear yards as required in BR Zone within 100 ft. of Beltway (See Secs. 243.1, 243.2, & 243.3)
116	243.1	HR	Front yard 75' min. from front property line.
116	243.2	HR	Side yard 50' min. from side property line.
116	243.3	HR	Rear yard 50' min. from rear property line.

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

STATEMENT OF QUALIFICATIONS
of
WERNER KLOETZLI, JR.
1985

EDUCATION

Johns Hopkins University, Baltimore, Md.:
MS in Engineering, majoring in City and Regional Planning - 1950
BS, majoring in Civil Engineering - 1947
Baltimore Polytechnic Institute, Baltimore, Md.:
"A" Course Diploma - 1946

PROFESSIONAL ENGINEER LICENSES

Maryland District of Columbia
Virginia Nevada
New Jersey California

PROFESSIONAL SOCIETY MEMBERSHIPS

American Institute of Certified Planners
American Society of Civil Engineers
National Society of Professional Engineers - - - President of Howard County, Md., Chapter
Society of American Military Engineers

TECHNICAL SOCIETIES

Urban Land Institute
American Planning Association

AWARD

"Certificate of Merit" from the National Association of Home Builders in the Journal-Life 1962 Community Development Award Program

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

BIOGRAPHICAL SKETCH
1985

Mr. Kloetzli has been engaged in Professional Planning activities for private clients, private firms and public agencies for 35 years. He began his present practice as an independent consultant in 1970.

His work has included among other things expert witness court appearances and appearances before administrative bodies and officials.

Projects for such appearances have included condemnation cases, zoning cases and a partitioning case. He has served both private clients and governmental agencies.

His site planning work has included planning for residential, commercial, industrial and other development. Residential planning work has included planning for detached homes, townhouses, apartments, condominiums and mobile homes. Also in the past he has engaged in master planning for municipalities and other jurisdictions.

The first half of his career involved work primarily for governmental agencies. The latter half has involved work primarily for private clients.

Prior to his current consulting practice his experience has included the following positions or assignments:

- Director of Planning for MCA Engineering Corporation, Towson and Rockville, Md. and Newark, Del., engaged in preparing site plans for developments of all kinds.
- Planner with Airways Engineering Corporation, Washington, D.C. and Reno, Nev., engaged in noise studies and land use studies for the U.S. Navy in the vicinity of two U.S. Naval Air Stations.
- Director of Planning for Harry Boswell Associates, Prince George's County, Md., engaged in planning and site studies for sites in the suburban areas of Washington, D.C. and elsewhere.
- Sr. Planner on the staff of the Md. National Capital Park & Planning Commission, Silver Spring, Md., engaged in master planning and in the review of zoning applications.
- Urban Planner on the staff of the Planning Consultant firm of Francis Dodd McHugh, N.Y., engaged primarily in master planning for municipalities in New Jersey.

Biographical Sketch of Werner Kloetzli, Jr., P.E., 1985

2

- Consultant to the New Jersey State Civil Service Commission preparing and conducting Civil Service examinations in planning and engineering.
- Asst. Prof. of Regional Planning at Rutgers University, New Brunswick, N.J.
- Planning Engineer on the staff of the Maryland State Planning Commission.

For the past eight years Mr. Kloetzli has also been engaged in real estate sales, and he is currently a Realtor with John Stromberg & Associates, Inc. of Ellicott City, Md.

Mr. Arnold Jablon
Zoning Commissioner
111 West Chesapeake Ave.
Towson, MD 21204

Mr. Jablon,

I am writing to you to plead with you to give Item #171 (Whitemont Building project) a hearing before Dec. 25th if at all possible. I have a settlement date of Dec. 31st on the property on Whitestone Road.

It is very important that we acquire this property as we must move as soon as possible from our present location.

Anything that can be done will certainly be appreciated.

Sincerely,

Peter F. Maskey 11/12/85
Peter F. Maskey

PFU/rw

"For a complete line of printing & advertising specialties with that special impact"

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue indefinitely insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim."

This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof, to accommodate a 5000 square foot building for office and warehouse. It is further contingent upon Buyer's ability to secure zoning variance extension of 30 days will be granted if needed.

Agency The Seller recognizes STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 6% percent (6%) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public water and sewer facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company or Title Attorney.

NOTICE TO BUYER: Lender will require hazard insurance and may require flood insurance, and Buyer agrees to purchase same as required by Lender.

NOTICE TO BUYER: The property being purchased hereunder may be subject to certain covenants, easements, assessments, liens and restrictions as contained in further instruments recorded among the Land Records of the County in which property is physically located.

Rev. 3/81

Stromberg Company
9267 Baltimore National Pike, Ellicott City, MD 21043 (301) 465-5500

CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Advice.

THIS AGREEMENT OF SALE, made this 11th day of October, 1985, between

Mid-eastern Printing Company, Seller, and

Buyer,

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Baltimore County, State of Maryland, being the property known as Parcel 212, Tax Map RR Whites Road

ZIP CODE: 21207, with improvements thereon, and all the rights and appurtenances thereto belonging or in anywise thereto appertaining, in fee simple - subject to an annual ground rent of \$ 0.00, as provided in a lease now recorded among the Land Records, if said ground rent is not timely paid, the revisionary owner of the ground rent may bring an action of ejectment against the Buyer pursuant to Section 8-402 (c) of the Real Property Article, Annotated Code of Maryland (1974 Ed. as amended). As a subsequent result of such ejectment action, the revisionary owner of the ground rent may be discharged from the lease and obtain title to the property in fee.

Included in the purchase price are all permanent fixtures now in or on the property as well as the:

at and for the price of Twenty Two Thousand and 00/100 Dollars (\$22,000.00)

of which Two Thousand and 00/100 Dollars (\$2,000.00) have been paid by way of Check prior to the signing hereof, and the balance to be paid as follows: An additional sum of \$ 20,000.00 in cash on or before

The balance is to be paid in cash at time of settlement, which shall be on or before April 30, 1986

This contract of sale is contingent upon the Buyer, or his agents, obtaining approval by _____ per year, with principal and interest not to exceed \$ _____ per month plus one-twelfth of the annual real estate taxes, ground rent, and hazard and flood insurance premiums, where required, FHA mortgage insurance premium, private mortgage insurance premium and/or Columbia Park and Recreation Association charges, where applicable, otherwise sale is null and void and deposits heron returned to the Buyer. The Buyer by execution of this contract, expressly agrees to execute such mortgage and to make application for said mortgage within _____ banking days from the date hereof.

Termite Inspection Seller agrees to furnish to Buyer, at Seller's expense, a written statement (or certification) from a licensed exterminator that, based on a careful visual inspection of accessible areas and on sounding of accessible structural members, there is no evidence of termites or other wood-inhabiting or wood-damaging insects in the subject property, including any garage, and, if such insects previously had infested said property, that the infestation had been corrected, and any damage resulting therefrom had been corrected or disclosed to Buyer. Should the exterminator develop any evidence of damage due to any such previous or existing infestation, to which the Buyer objects, within 10 days after disclosure of the same to Buyer, Seller shall have the right, at Seller's option, to correct such objectionable damage, at Seller's expense prior to settlement, or to declare this contract null and void and of no further effect, in which latter event any deposits or earnest money paid hereunder shall be returned to Buyer promptly.

Warranty Deed Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer.

Title Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the property is located within the geographical boundaries of the new town known as Columbia, then this property shall be subject to the continuing lien known as the Columbia Park and Recreation Association Lien (C.P.R.A. Lien) recorded among the land records of Howard County in Liber WHH 463, Folio 158.

Adjustments Ground rent, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement.

Possession Vacant possession of the premises shall be given to the Buyer as of date of settlement at which time Seller will leave the premises free and clear of trash and debris, and broom clean, the electrical, plumbing, heating, air conditioning, and any other electro-mechanical systems and equipment included in this contract will be in operating condition, and Seller shall deliver the premises in substantially the same physical condition as of the date of final ratification of this Contract of Sale. Buyer reserves the right to a walk-through inspection of the property within three (3) days prior to settlement to verify the conditions as stated in this paragraph.

(over)

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning

DATE: December 30, 1985

SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A, 86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

Norman E. Gerber
Norman E. Gerber, AICP, Director

NEG:JCH:lm

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue indefinitely insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim."

This contract is contingent upon Buyer's ability to acquire the adjoining Parcel within 30 days of date hereof. This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof. To accommodate a 5000 square foot building for office and warehouse. It is further contingent upon appropriate zoning change. The settlement will take place within 30 days of zoning change. Grempier Addendum is not applicable in this case.

Agency The Seller recognizes GREMPER w/CO-OP STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 6% percent (6%) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *John H. Kelly* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public water and sewer facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company or Title Attorney.

NOTICE TO BUYER: Lender will require hazard insurance and may require flood insurance, and Buyer agrees to purchase same as required by Lender.

NOTICE TO BUYER: The property being purchased hereunder may be subject to certain covenants, easements, assessments, liens and restrictions as contained in further instruments recorded among the Land Records of the County in which property is physically located.

Rev. 3/81

Case No. 86-275-A

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 26th day of November, 1985.

Arnold Jablon
Arnold Jablon
Zoning Commissioner

Petitioner: Leon Crane, et al
Attorney: *James E. Ryan*
Chairman, Zoning Plans, Advisory Committee

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

December 31, 1985

To:
Nicholas B. Commodari
Chairman

MEMBERS

Bureau of
Engineering
Department of
Traffic Engineering
State Roads Commission
Bureau of
Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial
DevelopmentMr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

Enclosed please find additional comments submitted after
my original comments of December 11, 1985.

Very truly yours,

James E. Dyer, Jr.
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Klotzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Md. 21043BALTIMORE COUNTY DEPARTMENT OF HEALTH
Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204Zoning Item # 171, Zoning Advisory Committee Meeting of NOVEMBER 19, 1985Property Owner: LEON CRANE, ET ALLocation: NW CORNER WHITESTONE RD & WHITE STONE RD District 1STWater Supply Public Sewage Disposal Public

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other amusements pertaining to health and safety, two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If relocation work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

Nov. 26, 1985
DateZoning Item # 171 Zoning Advisory Committee Meeting of Nov. 19, 1985
Page 2

- () Prior to razing of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- () Soil percolation tests (have been/must be) conducted.
{ } The results are valid until
{ } Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test
{ } shall be valid until
{ } is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Application.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.
- (X) Others: A REVIEW OF THE BALTIMORE COUNTY SOILS SURVEY WAS MADE AND IT WAS FOUND THAT NON-TIDAL WETLANDS ARE PLOTTED IN THE AREA OF PROPOSED DEVELOPMENT. THE PRESENCE OF SUCH SOILS ON THE SITE MAY LIMIT THE ABILITY OF THE APPLICANT TO PROCEED WITH A BUILDING PERMIT FOR THE PROPOSED DEVELOPMENT. FOR FURTHER INFORMATION THE APPLICANT SHOULD CONTACT WATER QUALITY PROGRAMS AT 494-3811

Jan J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

SS 20 1283 (2) R

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204Mr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not information will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

James E. Dyer, Jr.
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Klotzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Maryland 21043Maryland Department of Transportation
State Highway AdministrationWilliam K. Hallmann
Secretary
Hal Kassoff
Administrator

November 26, 1985

Re: Baltimore County
Item No. 171
Property Owner: Leon
Crane, et al
Location: NW corner
White Stone Road
and White Stone Road
(formerly Belmont Ave.)
at Balto. Beltway
1-695
Existing Zoning: N.L.
Proposed Zoning: Var.
to permit a front yard
setback of 15' instead
of the req. average
of 45.5' and to permit
a setback from the
center of the street
of 30' instead of the
required 50' and to permit
a front setback of 15'
instead of the required
75' and a rear setback
of 30' instead of the
required 50'
Acreage: .65
District 1st

Dear Mr. Dyer:

The submittal of 11/4/85, was forwarded to S.H.A.
Bureau of Project Planning for review and comment.On receipt of their findings additional comments
will be forthcoming.

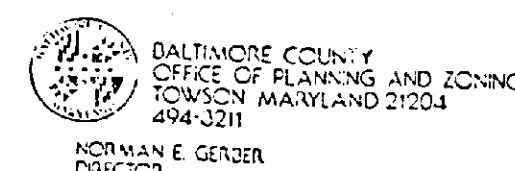
Very truly yours,

Charles Lee, Chief
Bureau of Engr. Access Permits
by: George Wittman

CL-GV:ee

cc: J. Ogle

My telephone number is 301-659-1350

Teletypewriter for impaired hearing or speech
303-7555 Baltimore Metro - 533-0451 D.C. Metro - 1-800-492-5082 Statewide Toll Free
P.O. Box 717 707 North Calvert St., Baltimore, Maryland 21203-0717BALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204
NORMAN E. GIBSON
DIRECTORMr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

December 13, 1985

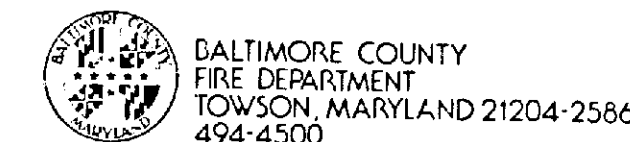
Re: Zoning Advisory Meeting of NOVEMBER 19, 1985
Item # 171
Property Owner: LEON CRANE, ET AL
Location: NW CORNER WHITE STONE RD.
+ WHITE STONE RD. (FORMERLY BELMONT AVE.)

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject
petition and offers the following comments. The items checked below are
applicable.

- (X) There are no site planning factors requiring comment.
- () A County Review Group meeting is required.
- () A County Review Group meeting was held and the minutes will be prepared by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- (X) A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on 11/21/85.
- (X) Landscaping: Just comply with Baltimore County Landscape Manual, Bill 175-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is LANDSCAPING.
- () The property is located in a traffic area controlled by a "D" level traffic intersection as defined by Bill 175-79, and as conditions change the intersection may become more limited. The State Services Areas (Additional comments: WAS COVERED BY CRG PLAN + STANDARDS (DO IMPROVEMENTS ON 11/21/85. PERMIT WAS ISSUED FROM WHITESTONE BLDG.))

cc: James Housell

Eunice A. Sober
Chief, Current Planning and DevelopmentBALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204-2586
494-4300

November 22, 1985

PAUL H. REINCKE
CHIEFMr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Leon Crane, et al

Location: NW corner White Stone Road & White Stone Road (formerly Belmont Ave.)

Item No.: 171 Zoning Agenda: Meeting of November 19, 1985

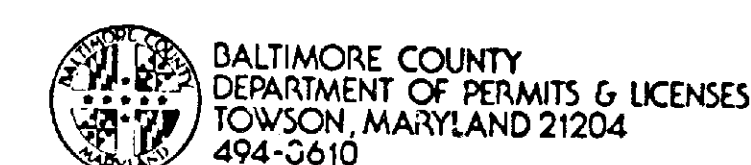
Comments:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- (X) 1. Fire hydrants for the referenced property are required and shall be located at intervals of 300 feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at EXCEEDS the maximum allowed by the Fire Department.
- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED: Charles Lee Noted and Approved: John F. O'Neill
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-0610

December 6, 1985

TED ZALESKI, JR.
DIRECTORMr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 171 Zoning Advisory Committee Meeting are as follows:

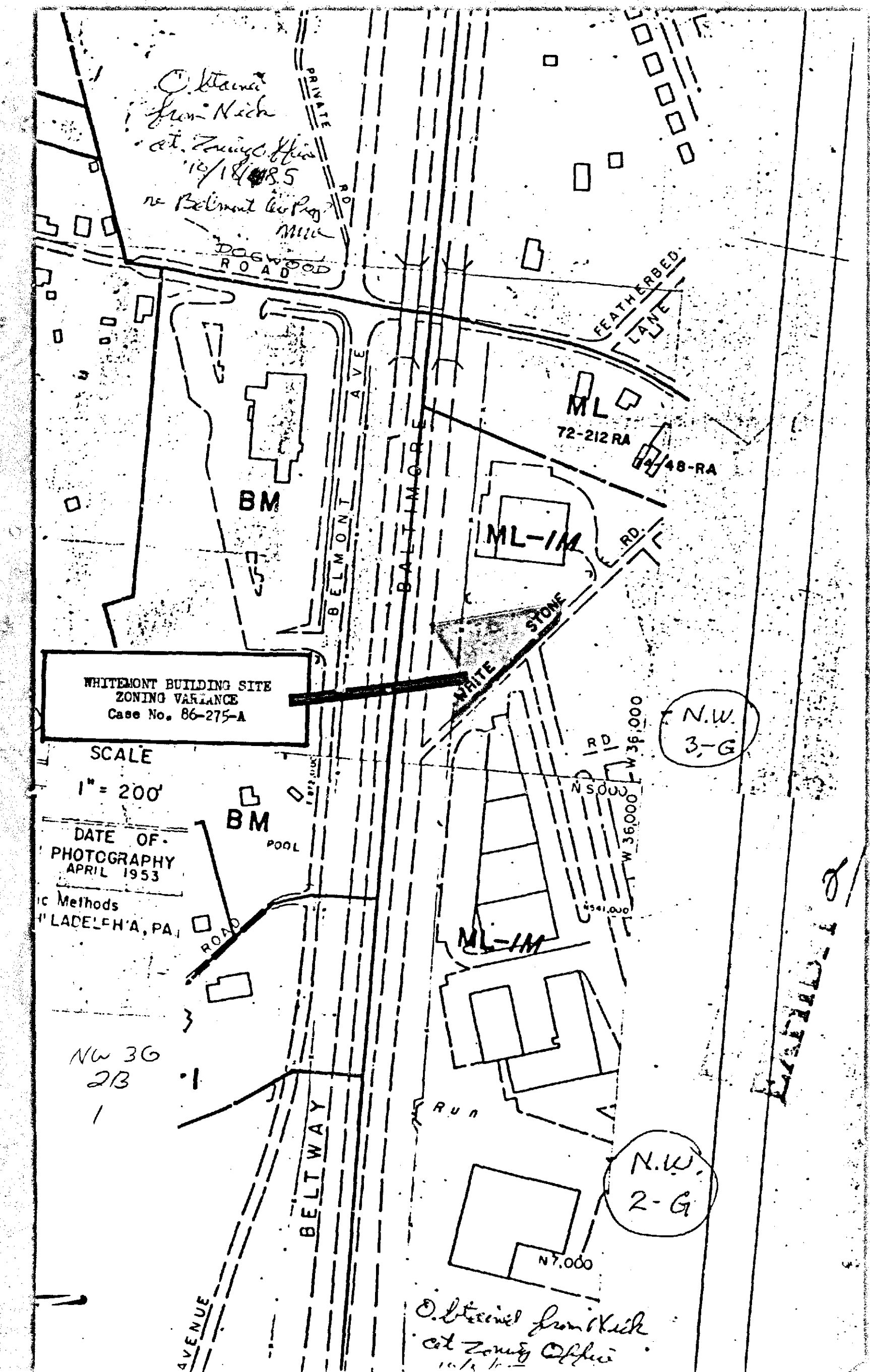
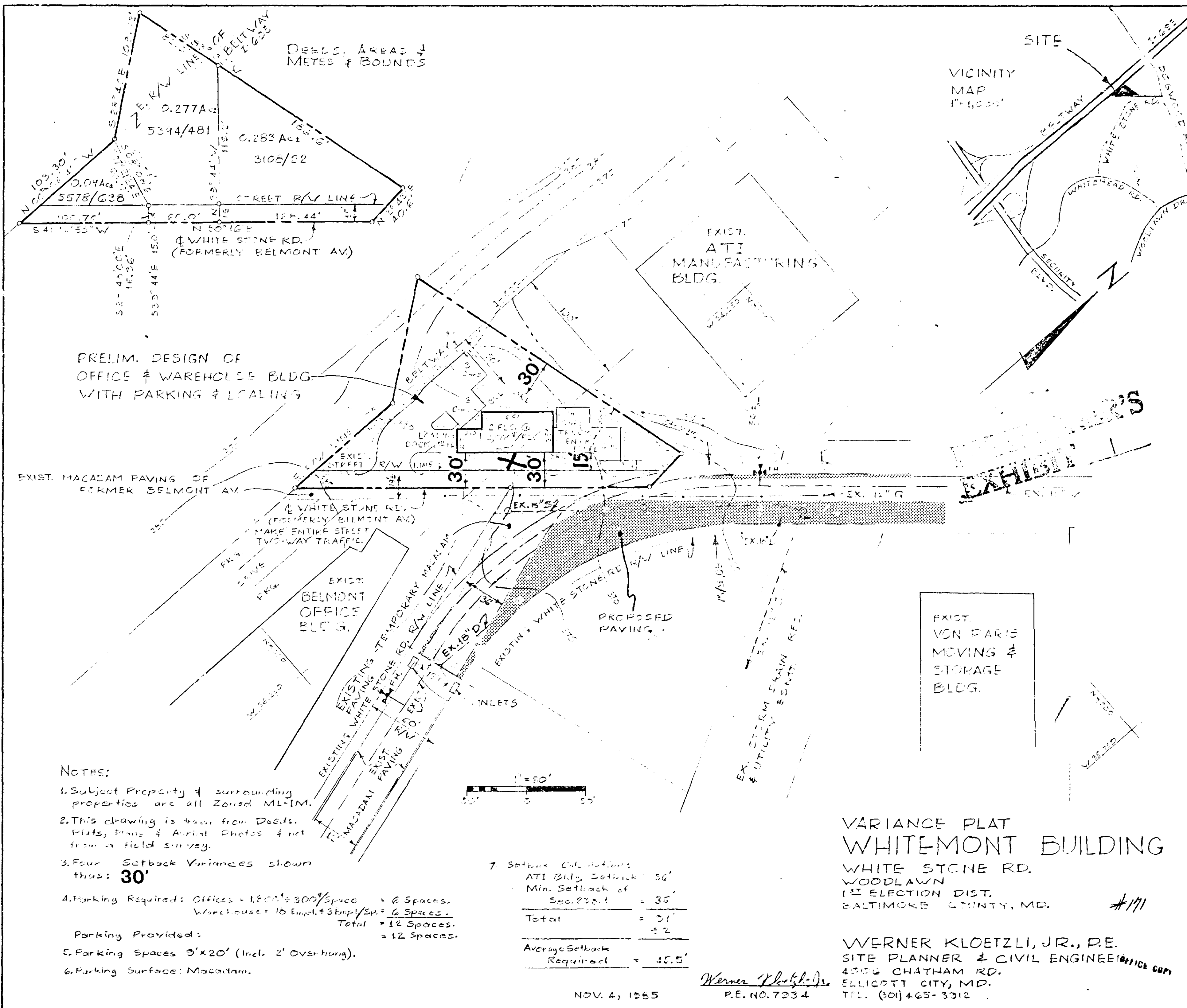
Property Owner: Leon Crane, et al
Location: NW corner White Stone Road and White Stone Road (formerly Belmont Ave.)
District: 1st.

APPLICABLE ITEMS ARE CIRCLED:

- (X) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #175, the Maryland Code for the Handicapped and aged (A.S.S.I. #117-1 - 1980) and other applicable Codes and Standards.
- (X) A building and other miscellaneous permits shall be required before the start of any construction.
- () Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer is not required on plans and technical data.
- (X) Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.
- (X) All One Group except B-1 Single Family Detached dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. But One Group require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 101.1, Section 101.2, and Table 101.2. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- () The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.
- () The requested variance appears to conflict with Section(s) of the Baltimore County Building Code.
- (X) When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also be filed along with three sets of construction drawings showing how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The change of Use, Occupancy, or Use and Occupancy shall be filed with the Department of Permits & Licenses. See Section 312 of the Building Code.
- () The proposed project appears to be located in a Flood Plain, Flood Hazard. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill #175-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- (X) Commercial: Building shall comply with Section 312.2. Can it be assumed the vehicles will not enter the structure to load or unload. Indicate handicapped parking and building access, ramps, curb cuts, etc. on plans.
- (X) Three abbreviated comments reflect only on the information provided by use drawings submitted to the Office of Planning and Zoning and are not intended to be construed as the full review of any permit. If the applicant has obtained additional information by visiting Room 122 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles E. Jablon
BY: C. E. Jablon, Chief
Building File Review

L22/74



MAP 111-25
E.D. 1
DATE 1/17/86
200 1/17/86
1000 1/17/86
DP

86-275-A
#171

PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 255.1 (238.1) 303.1 to permit a front yard setback of 15' instead of the required average of 45' 1/2' and 238.1 to permit a setback from the center of the street of 30' instead of the required 50' and 255.1 (243.1) (243.3) to permit a front setback of 15' instead of the required 75' and a rear setback of 30' instead of the required 50' respectively.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty.)
The owner is entitled to the variances because of the hardship that the parcels are too small to be used at all for building development. The large yard requirements of the zoning ordinance completely prevent any building construction on the parcels.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser: PETER F. WASKEY
(Type or Print Name)
Signature: Peter F. Waskey
Address: 917 HILLSIDE DR.
City and State: BALTIMORE, MD. 21207
Telephone No.: 944-7330

Legal Owner(s): LEON CRANE, CHARLES CRANE, JACOB ZWOBOT
(Type or Print Name)
Signature: LEON CRANE
Address: 1800 N. CHARLES ST., BALTIMORE, MD 21201
City and State: BALTIMORE, MD 21201
Telephone No.: 461-5344/6481

Attorney for Petitioner: WALTER S. FRIZZELL
(Type or Print Name)
Signature: Walter S. Frizzell
Address: 2617 EBONY RD BALTIMORE, MD 21224
City and State: BALTIMORE, MD 21224
Telephone No.: 461-3912

ORDERED By The Zoning Commissioner of Baltimore County, this 25th day of November, 1985, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 13th day of January, 1986, at 12:00 o'clock.

Arnold Jarlon
Zoning Commissioner of Baltimore County.

(over)

IN RE: PETITION ZONING VARIANCES * BEFORE THE
NW/Corner of White Stone * ZONING COMMISSIONER
Road and White Stone Road * OF BALTIMORE COUNTY
(formerly Belmont Avenue) -
1st Election District * Case No. 86-275-A
Leon Crane, et al, *
Petitioners *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioners herein request variances to permit a front yard setback of 15 feet instead of the required average setback of 45 1/2 feet, a front yard setback of 15 feet instead of the required 75 feet, a setback of 30 feet from the centerline of a road instead of the required 50 feet, and a rear yard setback of 30 feet instead of the required 50 feet, as more particularly described on Petitioners' Exhibit 1.

The Petitioners, by Walter Frizzell, one of the Petitioners, and Peter F. Waskey, the Contract Purchaser, appeared. Werner Kloetzli, a professional planner and registered civil engineer, also appeared and testified on behalf of the Contract Purchaser. There were no Protestants.

Testimony indicated that the subject property, zoned M.L.-I.M. and located off Whitestone Road, near Dogwood Road, contains approximately one-half of an acre. The west side of the property abuts the Baltimore Beltway (Beltway), and if the Baltimore County Zoning Regulations (BCZR) pertaining to setbacks within 100 feet of the Beltway and outside of that 100 foot area were enforced, the proposed combination office and warehouse could not be constructed. Additionally, a portion of the site adjacent to the Beltway is within the State right-of-way line for the Beltway, and obviously, it would not be wise to utilize that area for building. In fact, the site would be totally unuseable. The surrounding properties are all zoned M.L.-I.M., and many are improved with buildings larger than the subject site.

ORDER RECEIVED FOR FILING
DATE January 13, 1986
BY [Signature]

The Petitioners seek relief from Sections 255.1, 255.2, 238.1, 243.1, and 243.3, pursuant to Section 307, BCZR.

An area variance may be granted where strict application of the zoning regulation would cause practical difficulty to the petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the petitioner must meet the following:

- whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
- whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and
- whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 78 (1974).

It is clear from the testimony that if the variances were granted, such use as proposed would not be contrary to the spirit of the BCZR and would not result in substantial detriment to the public good.

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship would result if the instant variance were not granted. It has been established that the requirement from which the Petitioners seek relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested will not be detrimental to the public health, safety, and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the requested variances should be granted.

- 2 -

ORDER RECEIVED FOR FILING
DATE January 13, 1986
BY [Signature]

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 17th day of January, 1986, that the Petition for Zoning Variances to permit a front yard setback of 15 feet instead of the required average setback of 45 1/2 feet, a front yard setback of 15 feet instead of the required 75 feet, a setback of 30 feet from the centerline of a road instead of the required 50 feet, and a rear yard setback of 30 feet instead of the required 50 feet be and is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

- A revised site plan, showing the proposed building size, which must be in compliance with all County agency requirements, shall be submitted to the Zoning Commissioner for approval.
- The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

Arnold Jarlon
Zoning Commissioner of Baltimore County

AI/srl
Mr. Peter F. Waskey
People's Counsel

ORDER RECEIVED FOR FILING
DATE January 13, 1986
BY [Signature]

DESCRIPTION

Beginning on the E of White Stone Rd. (formerly known as Belmont Av.) and at a point 10± southwesterly of the intersection of said E with the northwesterly right-of-way line of an intersecting street also known as White Stone Rd. (but not formerly known as Belmont Av.), and from said beginning point running along said E:
(1) N 50° 16' E 126.4± ft., and then leaving said E and running the following course and distances:
(2) N 20° 43' E 40.6 ft.,
(3) S 83° 36' W 126.6 ft.,
(4) S 83° 36' W 82.6 ft.,
(5) S 28° 46' E 109.62 ft.,
(6) N 60° 06' 43" W 103.30 ft., and thence along the said E of White Stone Rd. (formerly known as Belmont Av.)
(7) S 41° 12' 58" W 100.76 ft., and
(8) N 50° 16' E 60.0 ft. to the place of beginning.

PETITION FOR VARIANCE

1st Election District

LOCATION: Northwest corner of White Stone Road and White Stone Road (formerly known as Belmont Avenue)
DATE AND TIME: Monday, January 13, 1986 at 12:00 p.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Variances from Section 255.1 (238.1) 303.1 to permit a front yard setback of 15' in lieu of the required average of 45' 1/2' and 238.1 to permit a setback from the center of the street of 30' in lieu of the required 50' and 255.1 (243.3) to permit a front setback of 15' in lieu of the required 75' and a rear setback of 30' in lieu of the required 50' respectively.

Being the property of Leon Crane, et al as shown on the plat filed with the Zoning Office.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JARLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

RE: PETITION FOR VARIANCES * BEFORE THE ZONING COMMISSIONER
NW/Corner White Stone Rd. * OF BALTIMORE COUNTY
+ White Stone Rd. (formerly known as Belmont Ave.),
1st District *
LEON CRANE, et al., Petitioners : Case No. 86-275-A

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Rm. 223, Court House
Towson, MD 21204
494-2188

I HEREBY CERTIFY that on this 17th day of December, 1985, a copy of the foregoing Entry of Appearance was mailed to Leon Crane, Charles Crane, and Joseph Zwobot, 1800 N. Charles St., Baltimore, MD 21201; and Walter B. Frizzell, 2617 Ebony Road, Baltimore, MD 21234, Petitioners; Werner Kloetzli, Jr., P.E., 4006 Chatham Rd., Ellicott City, MD 21043, who requested notification; and Peter F. Waskey, 1917 Hillside Dr., Baltimore, MD 21207, Contract Purchaser.

Peter Max Zimmerman
Peter Max Zimmerman

JAN 1987

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should/should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this day of _____, 19____, that the herein Petition for Variance(s) to permit



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

Mr. Leon Crane
1800 North Charles Street
Baltimore, Maryland 21201

Re: Petition for Variance
NW/Corner White Stone Road and White Stone Road
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

Dear Mr. Crane:

This is to advise you that \$52.63 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 016193

DATE 1/10/86 ACCOUNT N-01-115-000

AMOUNT \$52.63

RECEIVED FROM: [Signature]
FOR: [Signature]
Case No. 86-275-X
Baltimore County, Maryland

VALIDATION OR SIGNATURE OF CASHIER

Office of
PATUXENT
Publishing Corp.
10750 Little Patuxent Pkwy
Columbia, MD 21044

December 26 19 85

THIS IS TO CERTIFY, that the annexed advertisement of

PETITION FOR VARIANCE

was inserted in the following:

[X]Catonsville Times

[]Arbutus Times

weekly newspapers published in Baltimore County, Maryland once a week for one successive weeks before the 28 day of December 19 85, that is to say, the same was inserted in the issues of

December 26, 1985

PATUXENT PUBLISHING CORP.
By [Signature]

Cert # 86-275-A
CERTIFICATE OF PUBLICATION

TOWSON, MD., December 26, 19 85

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 26, 19 85

THE JEFFERSONIAN,

[Signature]
Publisher

Cost of Advertising

27.50

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

86-275-A

District 1st Date of Posting 12-26-85

Posted for: [Signature]

Petitioner: Leon Crane et al.

Location of property: NW/Corner of White Stone Rd & White Stone Rd (formerly known as Belmont Avenue)

Location of Sign: NW/Corner of White Stone Rd and White Stone Rd on front of subject property

Remarks: [Signature]

Posted by: A. J. [Signature] Date of return: January 3 - 86

Number of Signs: [Signature]

Mr. Leon Crane
1800 N. Charles Street
Baltimore, Maryland 21201

December 13, 1985

NOTICE OF HEARING

PETITION FOR VARIANCE
NW/Cor. White Stone Rd. & White Stone Rd.
(formerly known as Belmont Avenue)
1st Election District
Leon Crane, et al. - Petitioners
Case No. 86-275-X

TIME: 12:00 p.m.

DATE: Monday, January 13, 1986

PLACE: Room 106, County Office Building, 111 West Chesaapeake Avenue, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 012354

DATE 11-85 ACCOUNT R-01-615-000

AMOUNT \$100

RECEIVED FROM: [Signature]
FOR: [Signature]
Case No. 86-275-X
Baltimore County, Maryland

VALIDATION OR SIGNATURE OF CASHIER

Whittemont Building Zoning Variance Hearing Presentation,
Jan. 13, 1986.

ZONING AREA REGULATIONS

GREATER THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.1	ML	Area regulations same as BR Zone greater than 100 ft. from Beltway.
110	238.1	Bb	Front Yard 25' min. from front property line. Front yard 50' min. from street center line. Front yard exception as shown in Sec. 303.2.
144	303.2	BR	Front yard shall be average of front yard depths of lots immediately on each side for buildings within 100 ft. of the joint side property line.
110	238.2	BR	Side & rear yards 30' min.

LESS THAN 100 FT. FROM BELTWAY.

Page	Section	Zone	Area Regulations
128	255.2	ML	Front, side and rear yards as required in BR Zone within 100 ft. of Beltway (See Secs. 243.1, 243.2, & 243.3)
116	243.1	HR	Front yard 75' min. from front property line.
116	243.2	HR	Side yard 50' min. from side property line.
116	243.3	HR	Rear yard 50' min. from rear property line.

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

STATEMENT OF QUALIFICATIONS
of
WERNER KLOETZLI, JR.
1985

EDUCATION

Johns Hopkins University, Baltimore, Md.:

MS in Engineering, majoring in City and Regional Planning - 1950

BS, majoring in Civil Engineering - 1947

Baltimore Polytechnic Institute, Baltimore, Md.:

"A" Course Diploma - 1946

PROFESSIONAL ENGINEER LICENSES

Maryland
Virginia
New Jersey

District of Columbia
Nevada
California

PROFESSIONAL SOCIETY MEMBERSHIPS

American Institute of Certified Planners
American Society of Civil Engineers
National Society of Professional Engineers - - - President of Howard County, Md., Chapter
Society of American Military Engineers

TECHNICAL SOCIETIES

Urban Land Institute
American Planning Association

AWARD

"Certificate of Merit" from the National Association of Home Builders in the Journal-Life 1962 Community Development Award Program

WERNER KLOETZLI, JR., P.E.
SITE PLANNER AND CIVIL ENGINEER
4008 CHATHAM ROAD
ELLCOTT CITY, MARYLAND 21043
801-480-3018

BIOGRAPHICAL SKETCH
1985

Mr. Kloetzli has been engaged in Professional Planning activities for private clients, private firms and public agencies for 35 years. He began his present practice as an independent consultant in 1970.

His work has included among other things expert witness court appearances and appearances before administrative bodies and officials.

Projects for such appearances have included condemnation cases, zoning cases and a partitioning case. He has served both private clients and governmental agencies.

His site planning work has included planning for residential, commercial, industrial and other development. Residential planning work has included planning for detached homes, townhouses, apartments, condominiums and mobile homes. Also in the past he has engaged in master planning for municipalities and other jurisdictions.

The first half of his career involved work primarily for governmental agencies. The latter half has involved work primarily for private clients.

Prior to his current consulting practice his experience has included the following positions or assignments:

- Director of Planning for MCA Engineering Corporation, Towson and Rockville, Md. and Newark, Del., engaged in preparing site plans for developments of all kinds.
- Planner with Airways Engineering Corporation, Washington, D.C. and Reno, Nev., engaged in noise studies and land use studies for the U.S. Navy in the vicinity of two U.S. Naval Air Stations.
- Director of Planning for Harry Boswell Associates, Prince George's County, Md., engaged in planning and site studies for sites in the suburban areas of Washington, D.C. and elsewhere.
- Sr. Planner on the staff of the Md. National Capital Park & Planning Commission, Silver Spring, Md., engaged in master planning and in the review of zoning applications.
- Urban Planner on the staff of the Planning Consultant firm of Francis Dodd McHugh, N.Y., engaged primarily in master planning for municipalities in New Jersey.

Biographical Sketch of Werner Kloetzli, Jr., P.E., 1985

2

- Consultant to the New Jersey State Civil Service Commission preparing and conducting Civil Service examinations in planning and engineering.
- Asst. Prof. of Regional Planning at Rutgers University, New Brunswick, N.J.
- Planning Engineer on the staff of the Maryland State Planning Commission.

For the past eight years Mr. Kloetzli has also been engaged in real estate sales, and he is currently a Realtor with John Stromberg & Associates, Inc. of Ellicott City, Md.

Mr. Arnold Jablon
Zoning Commissioner
111 West Chesapeake Ave.
Towson, MD 21204

Mr. Jablon,

I am writing to you to plead with you to give Item #171 (Whitemont Building project) a hearing before Dec. 25th if at all possible. I have a settlement date of Dec. 31st on the property on Whitestone Road.

It is very important that we acquire this property as we must move as soon as possible from our present location.

Anything that can be done will certainly be appreciated.

Sincerely,

Peter F. Maskey 11/12/85
Peter F. Maskey

PFU/rw

"For a complete line of printing & advertising specialties with that special impact"

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue undisturbedly insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim."

This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof, to accommodate a 5000 square foot building for office and warehouse. It is further contingent upon Buyer's ability to secure zoning variance extension of 30 days will be granted if needed.

Agency The Seller recognizes STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 6% percent (6%) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract. # 8.5 Per Listing Agreement.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public water and sewer facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company or Title Attorney.

NOTICE TO BUYER: Lender will require hazard insurance and may require flood insurance, and Buyer agrees to purchase same as required by Lender.

NOTICE TO BUYER: The property being purchased hereunder may be subject to certain covenants, easements, assessments, liens and restrictions as contained in further instruments recorded among the Land Records of the County in which property is physically located.

Rev. 3/81

Stromberg Company
9267 Baltimore National Pike, Ellicott City, MD 21043 (301) 465-5500

CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Advice.

THIS AGREEMENT OF SALE, made this 11th day of October, 1985, between Mid-eastern Printing Company, Seller, and Mid-eastern Printing Company, Buyer,

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Baltimore County, State of Maryland, being the property known as Parcel 212, Tax Map RR Whites Road

ZIP CODE: 21207, with improvements thereon, and all the rights and appurtenances thereto belonging or in anywise thereto appertaining, in fee simple - subject to an annual ground rent of \$ N/A

as provided in a lease now recorded among the Land Records. If said ground rent is not timely paid, the revisionary owner of the ground rent may bring an action of ejectment against the Buyer pursuant to Section 8-402 (c) of the Real Property Article, Annotated Code of Maryland (1974 Ed. as amended). As a subsequent result of such ejectment action, the revisionary owner of the ground rent may be discharged from the lease and obtain title to the property in fee.

Included in the purchase price are all permanent fixtures now in or on the property as well as the:

at and for the price of Twenty Two Thousand and

00/100 Dollars (\$22,000.00)

of which Two Thousand 00/100 Dollars (\$2,000.00) have been paid by way of Check prior to the signing hereof, and the balance to be paid as follows: An additional sum of \$ N/A in cash on or before XXXXXX About December 31, 1985

The balance is to be paid in cash at time of settlement, which shall be on or before XXXXXX About April 30, 1986

This contract of sale is contingent upon the Buyer, or his agents, obtaining approval by N/A per year, with principal and interest not to exceed \$ N/A per month plus one-twelfth of the annual real estate taxes, ground rent, and hazard and flood insurance premiums, where required, FHA mortgage insurance premium, private mortgage insurance premium and/or Columbia Park and Recreation Association charges, where applicable, otherwise sale is null and void and deposits heron returned to the Buyer. The Buyer by execution of this contract, expressly agrees to execute such mortgage and to make application for said mortgage within N/A banking days from the date hereof.

Termite Inspection Seller agrees to furnish to Buyer, at Seller's expense, a written statement (or certification) from a licensed exterminator that, based on a careful visual inspection of accessible areas and on sounding of accessible structural members, there is no evidence of termites or other wood-inhabiting or wood-damaging insects in the subject property, including any garage, and, if such insects previously had infested said property, that the infestation had been corrected, and any damage resulting therefrom had been corrected or disclosed to Buyer. Should the exterminator develop any evidence of damage due to any such previous or existing infestation, to which the Buyer objects, within 10 days after disclosure of the same to Buyer, Seller shall have the right, at Seller's option, to correct such objectionable damage, at Seller's expense prior to settlement, or to declare this contract null and void and of no further effect, in which latter event any deposits or earnest money paid hereunder shall be returned to Buyer promptly.

Warranty Deed Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer.

Title Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the property is located within the geographical boundaries of the new town known as Columbia, then this property shall be subject to the continuing lien known as the Columbia Park and Recreation Association Lien (C.P.R.A. Lien) recorded among the land records of Howard County in Liber WHH 463, Folio 158.

Adjustments Ground rent, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement.

Possession Vacant possession of the premises shall be given to the Buyer as of date of settlement at which time Seller will leave the premises free and clear of trash and debris, and broom clean, the electrical, plumbing, heating, air conditioning, and any other electro-mechanical systems and equipment included in this contract will be in operating condition, and Seller shall deliver the premises in substantially the same physical condition as of the date of final ratification of this Contract of Sale. Buyer reserves the right to a walk-through inspection of the property within three (3) days prior to settlement to verify the conditions as stated in this paragraph.

(over)

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning

DATE: December 30, 1985

SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A, 86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

Norman E. Gerber
Norman E. Gerber, AICP, Director

NEG:JCH:lm

Risk of Loss The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property to be sold as to protect all parties hereto, as their interests may appear and all continue undisturbedly insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

Entire Agreement This Contract, including addendums, if any, contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

Time of Essence Time shall be of the essence of this Agreement.

Stamps, Recordations, & Transfer Taxes The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Agricultural Land Development Tax/Agricultural Transfer Tax If the property is subject to real estate taxation as agricultural property under the provisions of Article 81 of the Annotated Code of Maryland, or any amendments thereof, the property may not be developed for a non-agricultural use without payment of the agricultural land development tax penalty or agricultural transfer tax, as set forth in Section 19 of Article 81 of the Annotated Code of Maryland; this additional tax shall be paid by the Buyer.

Water Inspection Where applicable, Seller is to submit a statement or certificate from local health authorities, or qualified testing laboratory that any water supplied by a well is safe and potable, and from local health authorities, or qualified sewage disposal contractor that the private sewage system has been fully examined and is in sound operating condition capable of handling waste from the property.

Special Conditions "NOTICE TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 56, Section 217A of the Maryland Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, \$25,000 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim."

This contract is contingent upon Buyer's ability to acquire the adjoining Parcel within 30 days of date hereof. This contract is contingent upon Buyer's ability to have a satisfactory engineering study within two weeks of date hereof. To accommodate a 5000 square foot building for office and warehouse. It is further contingent upon appropriate zoning change. The settlement will take place within 30 days of zoning change. Grempier Addendum is not applicable in this case.

Agency The Seller recognizes GREMPER W/CO-OP STROMBERG COMPANY Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to 6% percent (6%) of the sale price plus one-half of the amount of the annual ground rent, if any, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for fee specified herein. Notwithstanding the postponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of execution of this Agreement or the date of satisfaction of all contingencies named in this contract cannot assume responsibility for the condition of the property or of specific performance of this contract. # 8.5 Per Listing Agreement.

The captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Contract.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS *John W. Kelly* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Betty A. Call* (SEAL)
WITNESS *Joseph W. Zwick* (SEAL)
WITNESS *Charles E. Gerber* (SEAL)

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, Buyer should before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public water and sewer facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company or Title Attorney.

NOTICE TO BUYER: Lender will require hazard insurance and may require flood insurance, and Buyer agrees to purchase same as required by Lender.

NOTICE TO BUYER: The property being purchased hereunder may be subject to certain covenants, easements, assessments, liens and restrictions as contained in further instruments recorded among the Land Records of the County in which property is physically located.

Rev. 3/81

Case No. 86-275-A

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 26th day of November, 1985.

Arnold Jablon
Arnold Jablon
Zoning Commissioner

Petitioner: Leon Crane, et al
Attorney: *James E. Ryan*
Chairman, Zoning Plans, Advisory Committee

Received by: *James E. Ryan*
Chairman, Zoning Plans, Advisory Committee

Rev. 3/81

JAN 8 1986

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

December 31, 1985

To:
Nicholas B. Commodari
Chairman

MEMBERS

Bureau of
EngineeringDepartment of
Traffic Engineering

State Roads Commission

Bureau of
Fire Prevention

Health Department

Project Planning

Building Department

Board of Education

Zoning Administration

Industrial
DevelopmentMr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

Enclosed please find additional comments submitted after
my original comments of December 11, 1985.

Very truly yours,

James E. Dyer, Jr.
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Kloeitzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Md. 21043BALTIMORE COUNTY DEPARTMENT OF HEALTH
Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204Zoning Item # 171, Zoning Advisory Committee Meeting of NOVEMBER 19, 1985Property Owner: LEON CRANE, ET ALLocation: NW CORNER WHITESTONE RD & WHITE STONE RD District 1STWater Supply Public Sewage Disposal Public

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other amusements pertaining to health and safety, two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If relocation work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

Nov. 26, 1985
DateZoning Item # 171 Zoning Advisory Committee Meeting of Nov. 19, 1985
Page 2

- () Prior to razing of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- () Soil percolation tests (have been/must be) conducted.
() The results are valid until _____
() Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test shall be valid until _____
() is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Application.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydro-geological Study and an Environmental Effects Report must be submitted.
- (X) Others: A REVIEW OF THE BALTIMORE COUNTY SOILS SURVEY WAS MADE AND IT WAS FOUND THAT NON-TIDAL WETLANDS ARE PLOTTED IN THE AREA OF PROPOSED DEVELOPMENT. THE PRESENCE OF SUCH SOILS ON THE SITE MAY LIMIT THE ABILITY OF THE APPLICANT TO PROGRESS TO A BUILDING PERMIT FOR THE PROPOSED SITE. FOR FURTHER INFORMATION THE APPLICANT SHOULD CONTACT WATER QUALITY PROGRAMS AT 494-3811

Jan J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

SS 20 1283 (2) R

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204Mr. Leon Crane, et al
1800 North Charles Street
Baltimore, Maryland 21201RE: Item No. 171 - Case No. 86-275-A
Petitioners - Leon Crane, et al
Variance Petition

Dear Mr. Crane:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not information will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

James E. Dyer, Jr.
Chairman
Zoning Plans Advisory Committee

JED:hsc

Enclosures

cc: Werner Kloeitzli, Jr., P.E.
4006 Chatham Road
Ellicott City, Maryland 21043Maryland Department of Transportation
State Highway AdministrationWilliam K. Hallmann
Secretary
Hal Kassoff
Administrator

November 26, 1985

Re: Baltimore County
Item No. 171
Property Owner: Leon Crane, et al
Location: NW corner White Stone Road and White Stone Road (formerly Belmont Ave) at Balto. Beltway 1-695
Existing Zoning: N.L.
Proposed Zoning: Var.
to permit a front yard setback of 15' instead of the req. average of 45.5' and to permit a setback from the center of the street of 30' instead of the required 50' and to permit a front setback of 15' instead of the required 75' and a rear setback of 30' instead of the required 50'
Acreage: .65
District 1st

Dear Mr. Dyer:

The submittal of 11/4/85, was forwarded to S.H.A. Bureau of Project Planning for review and comment.

On receipt of their findings additional comments will be forthcoming.

Very truly yours,

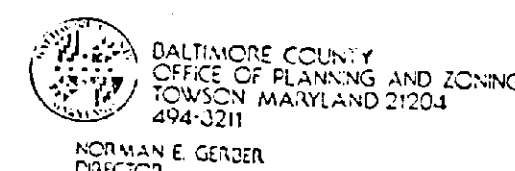
Charles Lee, Chief
Bureau of Engr. Access Permits

by: George Wittman

CL-GV:ee

cc: J. Ogle

My telephone number is 301-659-1350

Teletypewriter for impaired hearing or speech
303-7555 Baltimore Metro - 533-0451 D.C. Metro - 1-800-492-5082 Statewide Toll Free
P.O. Box 717 707 North Calvert St., Baltimore, Maryland 21203-0717BALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204
NORMAN E. GIBSON
DIRECTORMr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

December 13, 1985

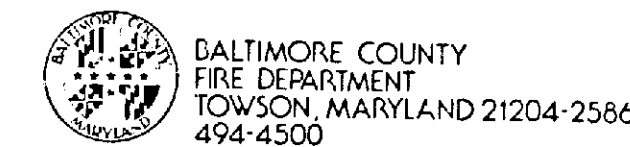
Re: Zoning Advisory Meeting of NOVEMBER 19, 1985
Item # 171
Property Owner: LEON CRANE, ET AL
Location: NW CORNER WHITE STONE RD. & WHITE STONE RD. (FORMERLY BELMONT AVE.)

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable:

- (X) There are no site planning factors requiring comment.
- () A County Review Group meeting is required.
- () A County Review Group meeting was held and the minutes will be prepared by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- (X) A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on _____.
- (X) Landscaping: Just comply with Baltimore County Landscape Manual, Bill 175-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is _____.
- () The property is located in a traffic area controlled by a "D" level traffic intersection as defined by Bill 175-79, and as conditions change the intersection may become more limited. The State Services Areas (Additional comments: WAS COVERED BY CRG PLAN & STANDARDS (DO IMPROVEMENTS ON 11/21/85. PERMIT WAS ISSUED FROM WHITESTONE BLDG.))

cc: James Housell

Eunice A. Sober
Chief, Current Planning and DevelopmentBALTIMORE COUNTY
DEPARTMENT OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204-2586
494-4300

November 22, 1985

PAUL H. REINCKE
CHIEFMr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Leon Crane, et al

Location: NW corner White Stone Road & White Stone Road (formerly Belmont Ave.)

Item No.: 171 Zoning Agenda: Meeting of November 19, 1985

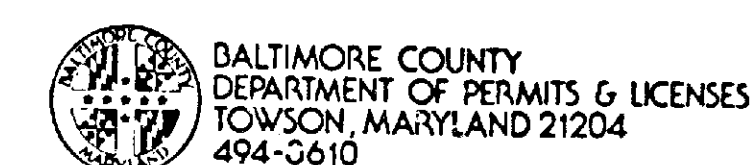
Citemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- (X) 1. Fire hydrants for the referenced property are required and shall be located at intervals of 300 feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at _____ EXCEEDS the maximum allowed by the Fire Department.
- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED: Charles Lee Noted and Approved: John F. O'Neill
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-0610

December 6, 1985

TED ZALESKI, JR.
DIRECTORMr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 171 Zoning Advisory Committee Meeting are as follows:

Property Owner: Leon Crane, et al
Location: NW corner White Stone Road and White Stone Road (formerly Belmont Ave.)
District: 1st.

APPLICABLE ITEMS ARE CIRCLED:

- (X) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #175, the Maryland Code for the Handicapped and Aged (A.S.S.I. #117-1 - 1980) and other applicable Codes and Standards.
- (X) A building and other miscellaneous permits shall be required before the start of any construction.
- () Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer is not required on plans and technical data.
- (X) Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.
- (X) All One Group except B-1 Single Family Detached dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. But One Group require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 101.1, Section 101.2, and Table 101.2. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- () The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.
- () The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.
- (X) When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also be filed along with three sets of construction drawings showing how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The change of Use, Occupancy, or Use and Occupancy shall be filed with the Change of Use Permit. See Section 312 of the Building Code.
- () The proposed project appears to be located in a Flood Plain, Flood Hazard. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill #175-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- (X) Commercial: Building shall comply with Section 312.2. Can it be assumed the vehicles will not enter the structure to load or unload. Indicate handicapped parking and building access, ramps, curb cuts, etc. on plans.
- (X) Three abbreviated comments reflect only on the information provided by use drawings submitted to the Office of Planning and Zoning and are not intended to be construed as the full review of any permit. If the applicant has additional information by visiting Room 122 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles E. Jablon
By: C. E. Jablon, Chief
Building File Review

L22/74

